

TRAVCO Insurance Company,

Plaintiff,

v.

Case Number: 2:10cv14

LARRY WARD,

Defendant.

JUDGMENT IN A CIVIL CASE

[X] **Decision by Court.** This action came on for decision before the Court. The issues have been decided and a decision has been rendered.

IT IS ORDERED AND ADJUDGED that Plaintiff's Motion for Summary Judgment is hereby GRANTED IN PART, DENIED IN PART. The Court hereby enters a declaratory judgment as follows:

- 1. The Policy does not provide coverage for the cost of removing and/or replacing the Drywall in the Ward Residence;
- 2. The Policy does not provide coverage for the damage claimed by Mr. Ward to the air conditioning equipment at the Ward Residence, which resulted from corrosion;
- 3. The Policy does not provide coverage for the damage claimed by Mr. Ward to the garage door at the Ward Residence; which resulted from corrosion;
- 4. The Policy does not provide coverage for the damage claimed by Mr. Ward to the flat screen televisions; and
- 5. The Policy does not provide coverage for any presently claimed damages caused by the Drywall in the Ward Residence or for any presently claimed damage caused by the discharge of gas from the Drywall, including but not limited to any damage to wiring and copper components of the home.

FERNANDO GALINDO, CLERK

Lorraine Howard, Deputy Clerk

Form of judgment approved in accordance with Rule 58 FRCP, June 3, 2010.

Robert G. Doumar, United States District Judge